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OCT 21 1974  
Recorded at 1:36 p m.

Request of Erwin J. Logan  
JERADEAN MARTIN, Recorder  
S. Lake County, Utah

AMENDED

BYLAWS OF MANAGEMENT COMMITTEE By [Signature] Deputy

OF

REF. 2709 G 10th St

LA PARC CONDOMINIUM PROJECT

84106

These Amended Bylaws are adopted by the government of the LaParc Condominium Project, pursuant to the provisions of the Utah Condominium Ownership Act; the Declaration of Fred G. Biesinger and Helen R. Biesinger, husband and wife, executed pursuant to the provisions of the said Act; and pursuant to a motion, resolution and adoption by the Management Committee at a special meeting called for the purpose of amending the Bylaws on September 5, 1974.

ARTICLE I

DEFINITION OF TERMS

The term "committee" means the management committee of the La Parc Condominium Project.

The term "owner" or owners" means the unit owner or owners of apartment units in the LaParc Condominium Project.

The term "project" means the LaParc Condominium Project.

The term "Act" means the Utah Condominium Ownership Act.

ARTICLE II

ESTABLISHMENT OF MANAGEMENT COMMITTEE

The committee is established as an agent of the owners of the apartment units and the acts and duties of the committee performed in accordance with these bylaws are performed as the agents of the owners.

There is established a management committee consisting of as many members as there are unit owners, one representing each unit owner in the condominium project or his designee. Should there be more than one owner of a unit, it shall be the responsibility of such owners to appoint the member of the committee. The committee shall be self-perpetuating and when a member sells his unit the succeeding owner shall automatically become a member of the committee. The committee shall be responsible for the proper maintenance, repair and replacement of the project.

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ARTICLE III

MEETINGS

Section 1: Annual Meeting. The annual meeting of the owners and the management committee shall be held at seven o'clock p.m. on a day in March set by the President convenient to the owners within 30 days from the first day of March, 1965, and similarly on a day so established in March of each year thereafter at the apartment unit of the committee member who is President, selected as hereinafter provided, for the year in which the meeting is held.

Section 2: Special Meetings. Special meetings of the owners or the management committee shall be called by the President, or by a majority of the owners or committee members.

Section 3: Notices. Notice of all meetings shall be given orally or in writing at least twenty-four hours before the time fixed for the meeting. Whenever all members of the committee or owners meet, such meetings shall be valid for all purposes. Whenever all absent members or owners have acknowledged in writing receipt of notice, and a quorum is present at the meeting, such meeting shall be valid for all purposes. An absent member may appoint someone as his proxy to vote in his behalf and if so, shall notify the President or Secretary.

ARTICLE IV

ASSESSMENT OF COMMON EXPENSES

Section I: A monthly assessment will be established by the committee and such amount may be increased or decreased by the committee as the expenses of the project may dictate. Such assessments shall be deposited in a separate fund to be established and controlled by the committee.

Section 2: Should any owner fail to pay the assessment so established when the same shall become due, the committee shall be and hereby is authorized and empowered for and on behalf of the owners to enforce any right or remedy authorized by the Act, the Declaration, these bylaws, and any other remedy available for such purposes. The committee may place a lien on

the delinquent owners property after 60 days delinquency and the amount of such delinquency shall bear interest at the rate of eight (8) percent per annum until paid.

#### ARTICLE V

##### MAINTENANCE RESPONSIBILITY OF OWNERS

Section 1: The owners of each unit shall perform or accomplish the necessary repairs, operation and maintenance of their respective apartment units at their own expense, and each owner shall keep the interior of his unit in good order, condition and repair and in a clean and sanitary condition. He shall do all redecorating, painting and varnishing which may be necessary to maintain the good appearance of his unit. Each owner shall be responsible for damage to other units caused or resulting from his failure or neglect to properly maintain his unit.

Section 2: Each owner shall maintain in good order and to the satisfaction of the management committee, the halls and stairways adjacent to his unit and shall be responsible for the delivery of his rubbish and garbage to the point of pick-up. Each owner using the common areas for parties or otherwise, shall clean such areas after use. Garbage cans shall be kept out of sight from the front or east of the buildings.

#### ARTICLE VI

##### RULES AND REGULATIONS

All units within the project are to be owner occupied. The owners shall not rent or lease their units to other occupants.

The committee shall have the perogative to either accept and approve or reject and disapprove all occupants or proposed occupants of the project. The committee shall be notified at least ten (10) days prior to the date of occupancy and shall have three (3) days in which to accept and approve or reject and disapprove said proposed occupants. Failure by the committee to so act shall constitute a waiver of the committee's right to reject and disapprove such proposed occupant. Action by the committee on the acceptability of occupants must receive an affirmative vote of at least five (5) members. The committee

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shall not be arbitrary or capricious in determining the acceptability of occupants. Single persons, including divorced, widowed or widower, and married couples without young children of good character and reputation will ordinarily be acceptable. No children under 12 years of age will be permitted unless approval of the committee is first obtained in writing, and the occupancy of a single unit shall not exceed four (4) persons. However, should an occupying tenant or owner have a baby born while in occupancy, such tenant or owner shall not be forced to move.

#### ARTICLE IX

##### COMPENSATION OF COMMITTEE

Committee members shall not receive compensation for their services.

#### ARTICLE X

##### OFFICERS

The officers of the committee shall be the President, Vice-President, and Secretary-Treasurer. The officers shall be elected from the committee membership for a one year period of service at each annual meeting. The President will preside at all meetings of the owners, and the committee, and will be responsible to keep the committee advised of all necessary operation and repair of the buildings and grounds and at the annual meeting prior to the end of his term of office, he shall make a report to the committee on the condition of the project with his recommendations for the ensuing year. The use of the common areas for parties shall be permitted in accordance with a schedule supervised by the President. The Vice-President shall act for the President whenever the President is absent or otherwise unable to act. The Secretary-Treasurer shall keep minutes of the meetings of the owners and the committee, have custody and control of the funds of the committee and make a financial report at the annual meeting at the end of his term of office.

#### ARTICLE XI

##### TAXES AND INSURANCE

Section 1: Taxes. It is acknowledged that under the Utah Condominium Ownership Act each of said apartment units and each of said unit's percentage or undivided interest in the common

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and limited common areas and facilities of the project are subject to separate assessment and taxation by each assessing unit and special district for all types of taxes authorized by law. Each owner will pay and discharge any and all taxes which may be assessed against any said apartment unit which he owns, and against the percentage of undivided interest he owns in the project; and against any items of personal property located in any unit of which he is the owner.

Section 2: Insurance. The committee shall secure and maintain the following insurance coverage on the project:

a) Fire and Extended Coverage. In an amount of not less than \$200,000.00. As between the owners of the project participating in any proceeds realized by the committee from said insurance will be on the basis of any damages sustained. In the event such owners cannot agree to such participation, the decision of the committee shall be conclusive. Each owner shall be responsible for securing and maintaining insurance coverage on any items of personal property which he may have in or on his particular unit.

b) Public Liability Coverage. Comprehensive general liability in the amount of \$300,000.00.

## ARTICLE XII

### RIGHT OF ENTRY

Section 1: By the Committee. The committee and its duly authorized agents shall have the right to enter any and all of said apartment units in case of an emergency originating in or threatening such unit or any part of the project, whether the owner or occupant thereof is present at the time or not. The committee and its duly authorized agent shall also have the right to enter any and all of said units at all reasonable times as required for the purpose of making necessary repairs or inspections for maintenance on the common areas and limited common areas and facilities of the project.

Section 2: By Owners. All owners and their duly authorized agents and representatives shall have the right to enter any

of said apartment units for the purpose of performing emergency installations or repairs to devices or installations which may be located therein; provided that the owner of such unit shall be notified first if available and time permits.

ARTICLE XIII

NUISANCES - PETS

No owner or occupant shall cause, permit or suffer any nuisance to be created or carried on in any apartment unit of which he is the owner or occupant. No bird or animal shall be kept or harbored in the project unless the same in each instances and the confinement thereof be expressly permitted by the committee in writing. In no event shall dogs be permitted in any of the common areas and facilities of the project unless carried on a leash. The owner shall indemnify the committee and hold it harmless against any loss or liability of any kind or character whatsoever arising from or growing out of having any animal or pet in the project. The keeping of pets within the project shall be subject to such further rules and regulations as the committee may adopt and prescribe. All members and owners shall conduct themselves properly with due consideration given to the rights of other tenants and owners. The committee shall notify any tenant or owner who repeatedly violates this requirement. Continued violation shall be conclusively presumed to constitute a nuisance and the committee may take appropriate action against such tenant or owner to remedy the default.

ARTICLE XIV

CHANGES IN BUILDINGS PROHIBITED

No owner shall make any changes in the apartment unit buildings construction without the approval of the committee. Additional construction on the project is prohibited unless seventy-five (75%) percent of the owners agree to the proposed construction.

ADOPTED AND APPROVED this 5th day of September, 1974 by the management committee.

*Erwin J. Lager*  
President  
*Grace M. Scott*  
Secretary-Treasurer

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ACKNOWLEDGMENT

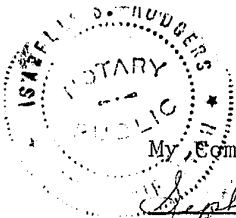
STATE OF UTAH            )  
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COUNTY OF SALT LAKE)

On this 5th day of September, 1974 personally appeared before me ERVIN J. LAGER and GRACE M. SCOTT, who being by me duly sworn did say that he, the said Ervin J. Lager, is the President and she, the said Grace M. Scott, is the Secretary-Treasurer for La Parc Condominium project and that the within and foregoing resolution of its Board of Directors and the said Ervin J. Lager and Grace M. Scott duly acknowledged to me that the La Parc Condominium project executed the same.

Ervin J. Lager

Grace M. Scott

Isabelle S. Rodgers  
NOTARY PUBLIC residing at  
Salt Lake City, Utah



My Commission Expires:

Sept 7, 1977